

UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA

\* \* \*

JENNIFER TODOROV,

Plaintiff,

v.

EASY LOANS CORP.,

Defendant.

Case No. 2:13-cv-01264-MMD-GWF

ORDER

(Motion to Dismiss – dkt. no. 6)

**I. SUMMARY**

Before the Court is Defendant Easy Loans Corporation's ("Easy Loans") Motion to Dismiss (dkt. no. 6). The Court has also considered Plaintiff Jennifer Todorov's opposition (dkt. no. 8) and Easy Loans' reply (dkt no. 9). For the reasons that follow, the Motion to Dismiss is denied in part and granted in part.

**II. BACKGROUND**

This case arises under the Fair Debt Collection Practices Act ("FDCPA" or "Act"). 15 U.S.C. §§ 1692-1692p. Under the FDCPA, Plaintiff Jennifer Todorov ("Todorov") challenges a lawsuit Easy Loans filed against her to collect an allegedly defaulted credit card debt. (Dkt. no. 1 ¶¶ 12-13, 31-40.) These facts are taken from Todorov's complaint.

Before July 2008, Todorov incurred a financial obligation to Washington Mutual Bank ("Creditor") by purchasing family, personal, or household services using a credit card issued by the Creditor. (*Id.* ¶¶ 7-8, 13, 15; Dkt. no. 1-3 at 5.) Todorov defaulted on this debt. (Dkt. no. 1 ¶ 15.) Easy Loans later acquired the debt from the Creditor, either because "[t]he [d]ebt was purchased, assigned or transferred to [Easy Loans] for collection," or because Easy Loans "was employed by the Creditor to collect the [d]ebt."

(*Id.* ¶ 10.) To collect Todorov's debt, Easy Loans brought a lawsuit on December 18, 2012, in the Las Vegas Township Justice Court in Clark County, Nevada ("Easy Loans' Lawsuit"). (*Id.* ¶ 12.) Easy Loans' Lawsuit alleged that Todorov had breached her credit card agreement with the Creditor, and owed an "account stated" to Easy Loans. (Dkt. no. 1-3 at 5-8.) Todorov wrote to Easy Loans on April 21, 2013, to dispute the debt alleged in its lawsuit. (Dkt. no. 1-4 at 2.) Easy Loans never verified the debt. (Dkt. no. 1 ¶¶ 19-21.)

Easy Loans' Lawsuit stated that Todorov had defaulted "[o]n or about July 21, 2008." (Dkt. no. 1-3 at 5.) Todorov, however, defaulted at some point before July 21, 2004. (Dkt. no. 1 ¶ 15.) Because Todorov's default occurred more than six (6) years before Easy Loans filed its lawsuit in December 2012, Easy Loans attempted to collect a time-barred debt. (*Id.* ¶¶ 15-18.) As a result of Easy Loans' Lawsuit, Todorov "suffered and continues to suffer from humiliation, anger, anxiety, emotional distress, fear, frustration, and embarrassment." (*Id.* ¶ 24.) Todorov has also considered bankruptcy "to stop harassing calls in the future." (*Id.* ¶ 25.)

Todorov filed this lawsuit on July 17, 2013, alleging violations of the following FDCPA sections: 15 U.S.C. §§ 1692d, 1692e, 1692e(2), 1692e(5), 1692e(8), 1692e(10), 1692f, 1692f(1), 1692g, 1692g(b). (Dkt. no. 1 ¶¶ 31-40.) Todorov seeks actual and statutory damages under 15 U.S.C. § 1692k(a)(1)-(2). (*Id.* at 8.)

### III. LEGAL STANDARD

On a 12(b)(6) motion, the court must determine "whether the complaint's factual allegations, together with all reasonable inferences, state a plausible claim for relief." *Cafasso, U.S. ex rel. v. Gen. Dynamics C4 Sys.*, 637 F.3d 1047, 1054 (9th Cir. 2011) (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678-79 (2009)). "A claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556 U.S. at 678 (citing *Bell Atl. Corp. v. Twombly*, 550 U.S. 544, 556 (2007)).

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1 When determining the sufficiency of a claim, “[w]e accept factual allegations in the  
2 complaint as true and construe the pleadings in the light most favorable to the non-  
3 moving party[; however, this tenet does not apply to] . . . legal conclusions . . . cast in the  
4 form of factual allegations.” *Fayer v. Vaughn*, 649 F.3d 1061, 1064 (9th Cir. 2011)  
5 (citation and internal quotation marks omitted). “Therefore, conclusory allegations of law  
6 and unwarranted inferences are insufficient to defeat a motion to dismiss.” *Id.* (citation  
7 and internal quotation marks omitted); *see also Iqbal*, 556 U.S. at 678 (“A pleading that  
8 offers ‘labels and conclusions’ or ‘a formulaic recitation of the elements of a cause of  
9 action will not do.’” (quoting *Twombly*, 550 U.S. at 555)).

#### 10 **IV. DISCUSSION**

11 The FDCPA is “generally” a strict liability statute. *Clark v. Capital Credit & Coll.*  
12 *Servs., Inc.*, 460 F.3d 1162, 1176 & n.11 (9th Cir. 2006). To plead a claim under the Act,  
13 a plaintiff must show: (1) that she is a “consumer” who (2) incurred a “debt” within the  
14 Act’s scope, (3) that the defendant is a “debt collector,” and (4) that the defendant  
15 violated the Act. *Freeman v. ABC Legal Servs., Inc.*, 827 F. Supp. 2d 1065, 1071 (N.D.  
16 Cal. 2011); *see* 15 U.S.C. § 1692a.

17 Easy Loans argues that Todorov has failed to state a claim for three reasons.  
18 (Dkt. no. 6 at 4-12.) First, Easy Loans argues that it is not a debt collector subject to the  
19 FDCPA. (*Id.* at 12.) Second, Easy Loans contends that its lawsuit was not time-barred  
20 under the applicable statute of limitations. (*Id.* at 7-8.) Finally, Easy Loans asserts that  
21 Todorov’s untimely validation request could not trigger the FDCPA’s verification  
22 requirements. (*Id.* at 12.) Notwithstanding these arguments, Todorov has adequately  
23 pleaded that Easy Loans violated the FDCPA by filing a time-barred lawsuit.

#### 24 **A. Debt Collector**

25 The FDCPA creates civil liability for “any debt collector who fails to comply with  
26 any provision [of the Act] . . . with respect to any person . . . .” 15 U.S.C. § 1692k(a). The  
27 Act defines a debt collector as “any person . . . in any business the principal purpose of  
28 which is the collection of any debts, or who regularly collects or attempts to collect . . .

1 debts owed or due or asserted to be owed or due another.” 15 U.S.C. § 1692a(6). This  
2 definition “‘would include those who collect for others in the regular course of business.”  
3 *Romine v. Diversified Collection Servs., Inc.*, 155 F.3d 1142, 1146 (9th Cir. 1998)  
4 (quoting S. Rep. No. 95-382 (1977)). The FDCPA does not, however, apply to a  
5 “creditor,” who is “any person who offers or extends credit creating a debt or to whom a  
6 debt is owed.” 15 U.S.C. § 1692a(4). Notably, assignees of debt may be considered  
7 creditors *only* if the “‘debt was not in default at the time it was assigned.” *Nool v. HomeQ*  
8 *Servicing*, 653 F. Supp. 2d 1047, 1053 (E.D. Cal. 2009) (quoting *Perry v. Stewart Title*  
9 *Co.*, 756 F.2d 1197, 1208 (5th Cir. 1985)). Thus, a person who collects a defaulted debt  
10 assigned or transferred “solely for the purpose of facilitating collection of such debt for  
11 another” is a debt collector, not a creditor. See 15 U.S.C. § 1692a(4).

12 Todorov has adequately pleaded that Easy Loans is a debt collector. Todorov  
13 alleges that her defaulted debt “was purchased, assigned or transferred to [Easy Loans]  
14 for collection,” or, alternatively, that Easy Loans “was employed by the Creditor to collect  
15 the [defaulted] [d]ebt.” (Dkt. no. 1 ¶ 10.) Taken as true, these allegations place Easy  
16 Loans within the definition of debt collectors — not creditors — because Easy Loans  
17 “receive[d] an assignment or transfer of debt solely” to collect it for another. 15 U.S.C. §  
18 1692a(4); see *Fayer*, 649 F.3d at 1064. These allegations also indicate that Easy Loans  
19 is an entity that “collect[s] for others in the regular course of business.” *Romine*, 155 F.3d  
20 at 1146. Todorov’s allegations give rise to a plausible inference that Easy Loans is a  
21 debt collector under the FDCPA. See *Iqbal*, 556 U.S. at 678.

22 Easy Loans nevertheless insists that it is a creditor — not a debt collector —  
23 because Easy Loans’ Lawsuit against Todorov was “not a matter to collect debts due to  
24 others, but for a debt due to Easy Loans.” (Dkt. no. 6 at 12.) This assertion is unavailing  
25 for two reasons. First, Easy Loans’ self-identification as a creditor in its lawsuit is not  
26 afforded the presumption of truth given to Todorov’s allegations. See *Fayer*, 649 F.3d at  
27 1064. Second, Easy Loans posits that the “FDCPA’s definition of debt collector ‘does not  
28 include . . . any assignee of the debt.” (Dkt. no. 9 at 15 (quoting *Lal v. Am. Home*



1 *Servicing, Inc.*, 680 F. Supp. 2d 1218, 1224 (E.D. Cal. 2010)). Easy Loans takes the *Lal*  
 2 Court's language out of context. The *Lal* Court quoted language from a Fifth Circuit  
 3 opinion, but excluded a portion of the quotation clarifying that assignees of *defaulted*  
 4 debts can be "debt collectors." See *Perry*, 756 F.2d at 1208. Notably, in *Nool v. HomeQ*  
 5 *Servicing*, another court in the Eastern District of California quotes the same passage,  
 6 but includes the clarification about assignees of defaulted debts. 653 F. Supp. 2d at  
 7 1052-53. Here, Todorov alleges that Easy Loans acquired her already-defaulted debt  
 8 from the Creditor. (See Dkt. no. 1 ¶¶ 10, 13, 15.) Therefore, she has pleaded that Easy  
 9 Loans is a debt collector under the Act.

#### 10 **B. Applicable Statute of Limitations**

11 The parties disagree about which statute of limitations applies to Easy Loans'  
 12 Lawsuit. (Dkt. no. 6 at 7-8; dkt. no. 8 at 7-8; dkt. no. 9 at 4-8.) Easy Loans argues that  
 13 its lawsuit is covered by a six-year statute of limitations because the debt was "founded  
 14 upon an instrument in writing." (Dkt. no. 6 at 7-8); see NRS § 11.190(1)(b).) Todorov,  
 15 conversely, contends that a four-year statute of limitations should apply because the  
 16 debt "resulted from 'open account for goods, wares and merchandise sold and delivered'  
 17 and/or 'article[s] charged on an account in a store.'" (Dkt. no. 1 ¶ 17 (quoting NRS §  
 18 11.190(2)(a)-(b)).)

19 Both statutes of limitations "date from the last transaction or the last item charged  
 20 or last credit given," or from the "time the last payment was made" on "an existing  
 21 contract, whether it be a bill of exchange, promissory note, or other evidence of  
 22 indebtedness . . . ." NRS § 11.200. Todorov alleges that she defaulted on the alleged  
 23 debt "more than four years before July 21, 2008." (Dkt. no. 1 ¶ 15.) Easy Loans has not  
 24 offered facts to rebut this allegation, which the Court must accept as true. See *Fayer*,  
 25 649 F.3d 1061, 1064.<sup>1</sup> If Todorov made no further payments after this alleged default,

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 27 <sup>1</sup>Easy Loans notes, however, that "[its] Justice Court Complaint lists the default  
 28 date as July 21, 2008." (Dkt. no. 9 at 4.) This statement does not rebut Todorov's  
 allegation.

1 then the statute of limitations for a claim based on her default began to run at some point  
 2 before July 21, 2004. See NRS § 11.200; (dkt. no. 1 ¶ 15). Regardless of the applicable  
 3 statute of limitations, Todorov has adequately alleged that Easy Loans' December 2012  
 4 lawsuit — filed at least eight (8) years after Plaintiff's alleged default — was time-barred  
 5 under Nevada's four- and six-year statutes of limitations. (See dkt. no. 1 ¶ 15; dkt. no. 1-  
 6 3 at 4.) These allegations enable Todorov to state claims for violations of §§ 1692e,  
 7 1692f, and 1692d of the FDCPA.

### 8 **C. Alleged Violations of the FDCPA**

9 A time-barred debt collection lawsuit can give rise to a claim under the FDCPA.  
 10 *McCollough v. Johnson, Rodenberg & Lauinger*, 587 F. Supp. 2d 1170 (D. Mont. 2008),  
 11 *aff'd sub nom. McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939 (9th  
 12 Cir. 2011) [hereinafter *McCollough I*]. Additionally, "one action can give rise to multiple  
 13 violations of the Act." *Clark*, 460 F.3d at 1177. Here, by alleging that Easy Loans filed a  
 14 time-barred lawsuit to collect her debt, Todorov has adequately pleaded several  
 15 violations of the FDCPA. (See Dkt. no. 1 ¶¶ 15-18.)

#### 16 **1. Sections 1692e and 1692f**

17 Section 1692e prohibits debt collectors from using "any false, deceptive, or  
 18 misleading representation or means in connection with the collection of any debt." 15  
 19 U.S.C. § 1692e. Section 1692f similarly forecloses debt collectors from using "unfair or  
 20 unconscionable means to collect or attempt to collect any debt." 15 U.S.C. § 1692f. Both  
 21 sections include "non-exhaustive list[s] of examples of proscribed conduct," *Fox v.*  
 22 *Citicorp Credit Servs., Inc.*, 15 F.3d 1507, 1516 (9th Cir. 1994), and the "[v]iolation of a  
 23 single provision is sufficient to establish liability." *Gonzales v. Arrow Fin. Servs., LLC*,  
 24 660 F.3d 1055, 1064 n.6 (9th Cir. 2011) (discussing § 1692e). "[U]sing the courts to  
 25 attempt to collect a time-barred debt" may violate both sections. *McCollough I*, 587 F.  
 26 Supp. 2d at 1176; see *Kimber v. Fed. Finan. Corp.*, 668 F. Supp. 1480, 1487-89 (M.D.  
 27 Ala. 1987) (threatening a time-barred suit violated § 1692e; filing the suit violated §  
 28 1692f).

1 In *McCollough*, the Ninth Circuit affirmed a grant of partial summary judgment  
2 against a law firm that had violated the FDCPA by filing and prosecuting a lawsuit to  
3 collect a time-barred debt. 637 F.3d at 947. The law firm had sued the plaintiff to collect  
4 credit card debt seven years after his last payment. *McCollough I*, 587 F. Supp. 2d at  
5 1173. Although the lawsuit was time-barred under Montana's five-year statute of  
6 limitations, the law firm continued to prosecute the plaintiff, including by serving him with  
7 requests for admission. *McCollough v. Johnson, Rodenberg & Lauinger*, 610 F. Supp.  
8 2d 1247, 1254-56 (D. Mont. 2009) [hereinafter *McCollough II*]. Together, these actions  
9 violated §§ 1692e and 1692f. See *id.* at 1255.

10 Here, just as in *McCollough*, Todorov has alleged that Nevada's statute of  
11 limitations barred Easy Loans' Lawsuit, which renders the lawsuit a "false, deceptive, or  
12 misleading representation or means" to collect Todorov's debt in violation of § 1692e. 15  
13 U.S.C. § 1692e; (Dkt. no. 1 ¶¶ 12-18, 32-36); see *McCollough I*, 587 F. Supp. 2d at  
14 1176. Todorov additionally alleges violations of §§ 1692e(2), 1692e(5), 1692e(8), and  
15 1692e(10). (Dkt. no. 1 ¶¶ 33-36.) Because Todorov has adequately alleged that Easy  
16 Loans' Lawsuit was time-barred, Todorov has stated a claim under § 1692e(2) for Easy  
17 Loans' implicit misrepresentation of the legal status of her debt, and under § 1692e(10)  
18 for Easy Loans' use of a "deceptive means" — a time-barred lawsuit — to collect her debt.  
19 15 U.S.C. §§ 1692e(2), (10); (dkt. no. 1 ¶¶ 12-18, 33, 36; dkt. no. 8 at 9-10). Todorov has  
20 likewise stated a claim under § 1692e(5) by alleging that Easy Loans filed a debt  
21 collection action "that cannot legally be taken" because it is time-barred. 15 U.S.C. §  
22 1692e(5); (dkt. no. 1 ¶ 12-18, 34). Finally, Todorov has stated a claim that Easy Loans  
23 violated § 1692e(8) because it "communicat[ed] or threaten[ed] to communicate to any  
24 person credit information which is known or which should be known to be false." 15  
25 U.S.C. § 1692e(8). Because Easy Loans' Complaint falls within the Act's definition of  
26 "communication," 15 U.S.C. § 1692a(2), and because Todorov has alleged that Easy  
27 Loans' Lawsuit was time-barred, Todorov has stated a claim that Easy Loans  
28 communicated false credit information by filing a time-barred lawsuit. (Dkt. no. 1 ¶¶ 12-

1 18, 35); *see Donohue v. Quick Collect, Inc.*, 592 F.3d 1027, 1031-32 (9th Cir. 2010) (“[A]  
 2 complaint served directly on a consumer to facilitate debt-collection efforts is a  
 3 communication subject to the requirements of §§ 1692e and 1692f.”).

4 Additionally, by alleging that Easy Loans’ Lawsuit was time-barred, Todorov has  
 5 adequately pleaded that the lawsuit “is an unfair and unconscionable means to collect . .  
 6 . the debt,” and has stated a claim under § 1692f. 15 U.S.C. § 1692f; (see dkt. no. 1 ¶¶  
 7 12-18, 37-38). Todorov also alleges that Easy Loans violated § 1692f(1), which  
 8 proscribes “[t]he collection of any amount . . . unless such amount is . . . permitted by  
 9 law.” 15 U.S.C. § 1692f(1); (dkt. no. 1 ¶ 38.) Todorov has stated a claim that the amount  
 10 sought was not “permitted by law” because its collection was time-barred. (Dkt. no. 1 ¶¶  
 11 12-18, 38); *see McCollough I*, 587 F. Supp. 2d at 1178 (requesting attorneys’ fees not  
 12 permitted by law violated § 1692f(1)).

13 Easy Loans raises two arguments against Todorov’s §§ 1692e and 1692f claims.  
 14 These arguments are tenuous. First, Easy Loans argues that Todorov failed to allege  
 15 factual details to support her §§ 1692e and 1692f claims. (Dkt. no. 6 at 6-11.) Contrary to  
 16 Easy Loans’ arguments, Todorov has alleged sufficient facts to claim that Easy Loans’  
 17 Lawsuit was time-barred: “Plaintiff actually defaulted on the alleged Debt more than four  
 18 years before July 2008,” (dkt. no. 1 ¶ 15), but Easy Loans filed its lawsuit “[o]n  
 19 December 18, 2012,” (*id.* ¶ 12), such that the lawsuit “was time barred on its face.” (*id.* ¶  
 20 16.) These facts adequately support Todorov’s §§ 1692e and 1692f allegations. (*See id.*  
 21 ¶¶ 31-38.) Second, Easy Loans contends that Todorov’s Complaint fails to provide the  
 22 date and time of the alleged §§ 1692e and 1692f violations. (Dkt. no. 6 at 6-9.) However,  
 23 Todorov pleaded that the alleged violations occurred when Easy Loans filed its time-  
 24 barred lawsuit on December 18, 2012. (Dkt. no. 1 ¶¶ 12, 18.) Accordingly, Todorov has  
 25 stated claims for Easy Loans’ violations of §§ 1692e and 1692f.

## 26 **2. Section 1692d**

27 Section 1692d forbids debt collectors from “engag[ing] in any conduct the natural  
 28 consequence of which is to harass, oppress, or abuse any person in connection with the



1 collection of a debt.” 15 U.S.C. § 1692d. The section includes a “non-exhaustive list of  
2 examples of proscribed conduct.” *Fox*, 15 F.3d at 1516. Time-barred debt collection  
3 lawsuits can violate § 1692d. *See Riley v. Giguere*, No. Civ. S-06-2126 LKK/JKM, 2008  
4 WL 436943, at \*6 (E.D. Cal. Feb. 14, 2008) (holding that summary judgment was  
5 inappropriate for plaintiff’s § 1692d claim and other FDCPA claims where a defendant  
6 attorney “had reason to know that the [plaintiff’s] debt may not have been lawful,”  
7 rendering her legal actions to collect it “deceptive”).

8 Todorov alleges that Easy Loans “knew or should have known that the Debt was  
9 time barred” when it filed its lawsuit in December 2012. (Dkt. no. 1 ¶ 18); *see Riley*, 2008  
10 WL 436943, at \*6. Coupled with Todorov’s allegation that she defaulted “more than four  
11 years before July 21, 2008,” Todorov’s complaint offers facts showing that Easy Loans  
12 may have violated § 1692d. (Dkt. no. 1 ¶ 15.) Moreover, Todorov has alleged that Easy  
13 Loans’ Lawsuit caused her to suffer “humiliation, anger, anxiety, emotional distress, fear,  
14 frustration and embarrassment,” and to consider bankruptcy. (Dkt. no. 1 ¶¶ 24-25).  
15 These allegations suggest that the “natural consequence” of Easy Loans’ Lawsuit was to  
16 “harass, oppress, or abuse” Todorov. *See* 15 U.S.C. § 1692d.

17 Easy Loans contends that Todorov’s § 1692d claim is “meritless” because Easy  
18 Loans did not engage in the proscribed behaviors enumerated in § 1692d, and because  
19 “the filing of a debt collection lawsuit does not violate 15 U.S.C. § 1692d.” (Dkt. no. 6 at  
20 4-5 (*citing Harvey v. Great Seneca Fin. Corp.*, 453 F.3d 324 (6th Cir. 2006).) Both  
21 arguments fall short. First, the list of proscribed behaviors in § 1692d is “non-  
22 exhaustive.” *Fox*, 15 F.3d at 1516. As such, Todorov may state a claim under § 1692d  
23 based on behaviors similar to, but not enumerated in, the section. *See Riley*, 2008 WL  
24 436943, at \*6. Second, the Sixth Circuit opinion on which Easy Loans relies is not  
25 controlling, and it did not involve a time-barred lawsuit. *See Harvey*, 453 F.3d at 331,  
26 332 (noting that plaintiff alleged the lawsuit in question lacked “the immediate means of  
27 proving the debt”). Todorov has thus adequately stated a § 1692d claim.

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1                   **3.     Section 1692g**

2           Finally, Todorov has not adequately pleaded that Easy Loans violated §§ 1692g  
3 and 1692g(b). Section 1692g requires debt collectors to verify disputed debts. 15 U.S.C.  
4 § 1692g. This provision covers only those debts that are disputed in writing within a  
5 thirty-day period following an "initial communication," or a communication within five days  
6 of an initial communication, between a debt collector and a consumer. 15 U.S.C. §  
7 1692g(a)-(b). Initial communications, however, may not be "in the form of a formal  
8 pleading in a civil action." § 1692g(d).

9           Here, Todorov alleges that she received notice of Easy Loans' intent to collect her  
10 debt through Easy Loans' Complaint, filed in December 2012. (Dkt. no. 1 ¶¶ 12, 19.)  
11 This Complaint, however, does not qualify as an "initial communication" under §  
12 1692g(d), and it does not trigger the validation requirements outlined in § 1692g(a)-(b).  
13 15 U.S.C. § 1692g(a)-(b), (d); see *Hill v. Javitch, Block & Rathbone, LLP*, 574 F. Supp.  
14 2d 819, 823 (S.D. Ohio 2008) (noting that "a summons and complaint are not considered  
15 'initial communications'" for § 1692g(a)-(b) purposes). Thus, Todorov has not stated a  
16 claim that Easy Loans violated §§ 1692g and 1692g(b).<sup>2</sup>

17           **V.     CONCLUSION**

18           The Court notes that the parties made several arguments and cited to several  
19 cases not discussed above. The Court has reviewed these arguments and cases and  
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21           <sup>2</sup>Easy Loans requests the Court to take notice of a letter it allegedly sent to  
22 Todorov in compliance with § 1692g(a). (See Dkt. no. 7; Dkt. no. 7-3.) Although "the  
23 scope of review on a motion to dismiss for failure to state a claim is [generally] limited to  
24 the contents of the complaint," *Marder v. Lopez*, 450 F.3d 445, 448 (9th Cir. 2006), "on a  
25 motion to dismiss a court may properly look beyond the complaint to matters of public  
26 record and doing so does not convert a Rule 12(b)(6) motion to one for summary  
27 judgment." *Mack v. South Bay Beer Distribs., Inc.*, 798 F.2d 1279, 1282 (9th Cir. 1986).  
28 Moreover, "[a] court may consider evidence on which the complaint 'necessarily relies' if:  
(1) the complaint refers to the document; (2) the document is central to the plaintiff's  
claim; and (3) no party questions the authenticity of the copy attached to the 12(b)(6)  
motion." *Marder*, 450 F.3d at 448. Here, Easy Loans' letter is not a matter of public  
record, nor is it referenced in Plaintiff's Complaint. (See dkt. no. 1 ¶¶ 19-21.) Thus, the  
letter is not within the scope of review for this motion to dismiss and the Court does not  
consider it in deciding this matter.

1 determines that they do not warrant discussion or reconsideration as they do not affect  
2 the outcome of the Motion.

3 It is ordered that Defendant's Motion to Dismiss (dkt. no. 6) is denied with respect  
4 to Plaintiff's claims arising under §§ 1692d, 1692e, and 1692f.

5 It is further ordered that Defendant's Motion to Dismiss (dkt. no. 6) is granted with  
6 respect to Plaintiff's § 1692g claims.

7 ENTERED THIS 19<sup>th</sup> day of June 2014.

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10 MIRANDA M. DU  
11 UNITED STATES DISTRICT JUDGE  
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